

City Clerk File No. Ord. 14.054

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.054

TITLE:

ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND TW TELECOM OF NEW JERSEY L.P. TO PERMIT THE INSTALLATION OF FIBER OPTIC CABLING IN EXISTING UNDERGOUND CONDUIT AND/OR ON EXISTING UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES

WHEREAS, tw telecom of new jersey l.p. ("TWTC"), 10475 Park Meadows Drive, Littleton, Colorado, 80124, is a telecommunications carrier authorized to provide services such as dark-fiber connectivity and high speed data transmission by the New Jersey Board of Public Utilities ("BPU") and the Federal Communications Commission ("FCC"); and

WHEREAS, TWTC has requested that the City of Jersey City ("City") grant it permission to run fiber optic cabling through existing innerducts located in existing underground conduits and/or on existing poles in the public rights-of-way for the purpose of installing, operating, repairing and maintaining a telecommunications system ("Project"); and

WHEREAS, TWTC agrees to execute the forty (40) year Rights-of-Way Use Agreement that is attached hereto; and

WHEREAS, TWTC agrees to pay the City the sum of \$750.00 to cover the administrative expenses incurred by the City for engineering and legal review of TWTC's Project; and

WHEREAS, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for public utility lines in its public rights-of-way; and

WHEREAS, it is deemed to be in the best interest of the City and its citizens, particularly, the commercial industrial citizens, for the City to grant consent to TWTC to use the public rights-of-way within the City; and

WHEREAS, the granting of such consent is conditioned upon TWTC's compliance with all existing City Ordinances and its execution of the attached Rights-of-Way Use Agreement; and

WHEREAS, TWTC agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the installation, operation, repair, and maintenance of its telecommunications system within certain public rights-of-way and provide liability insurance coverage for personal injury and property damage.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JERSEY CITY THAT:

1. Non-exclusive consent is hereby granted to TWTC to use certain public rights-of-way within the City for the purpose of installation, operation, repair, and maintenance of a telecommunications system for a period of forty (40) years, subject to the mutual covenants and obligations as set forth in the Rights-of-Way Use Agreement attached hereto;

2. The within granted permission is conditioned upon TWTC's executing the Rights-of-Way Use Agreement attached hereto and providing liability and property damage insurance; and
 3. The Mayor or Business Administrator is authorized to execute the attached Rights-of-Way Use Agreement.
-
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined.

For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR

5-5-14

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Ordinance authorizing the execution of a Rights-of-Way Use Agreement between the City of Jersey City and tw telecom of new jersey l.p. to permit the installation of fiber optic cabling in existing underground conduit and/or on existing utility poles within certain public rights-of-way for purposes of providing telecommunications services

Initiator

Department/Division	Law Department	
Name/Title	Raymond Reddington	Supr. Asst. Corp. Counsel
Phone/email	201-547-5063	Ramondr@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

tw telecom of new jersey l.p. is a telecommunications carrier authorized by the New Jersey Board of Public Utilities and the Federal Communications Commission to provide services such as dark fiber connectivity and high speed data transmission. tw telecom requested the City's permission to run fiber optic cable through the existing innerducts located in existing underground conduits and attach its fiber optic cabling to existing poles in public rights-of-way for the purpose of installing, operating, repairing and maintaining a telecommunications system. This ordinance authorizes the execution of the Rights-of-Way Use Agreement which contains the City's terms and conditions for the use of the public rights-of-way by a telecommunications provider.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: Rolando Lavarro, City Council President and City Council Members

FROM: Raymond Reddington, Supervisory Assistant Corporation Counsel *R.R.*

DATE: May 5, 2014

SUBJECT: Ordinance authorizing the execution of a Rights-of-Way Use Agreement with tw telecom of new jersey l.p. to permit the installation of fiber optic cabling within certain public rights-of-way for the purpose of providing telecommunication services

This ordinance authorizes the City of Jersey City (City) to execute a Rights-of-Way Use Agreement with tw telecom of new jersey l.p. (TWTC). TWTC is a telecommunications carrier authorized to provide service by the New Jersey Board of Public Utilities and the Federal Communications Commission. TWTC requested the City's permission to run fiber optic cabling through existing innerducts located in existing underground conduits and/or on existing poles in the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system.

The City Council must vote on the ordinance in order to avoid being in violation of the Federal Telecommunications Act of 1966 (Act), 47 U.S.C.A. §151 *et seq.* 47 U.S.C.A. § 253(a) of the Act preempts state and local laws and regulations that expressly or effectively prohibit the ability of an entity to provide telecommunication services. The only exception to the preemption is 47 U.S.C.A. § 253(c). It preserves the authority of a municipality to manage its public streets. The types of activities that fall within the sphere of appropriate management of the public streets by a municipality include coordination of construction schedules, determination of insurance, bonding and indemnity requirements, establishment and enforcement of building codes, and keeping track of the various companies using the public streets to prevent interference with them. See, Illinois Bell Telephone Co. v. Village of Itasca, 503 F. Supp. 2d. 928, 239-941 (Dist. Il. 2007).

The Rights-of-Way Use Agreement that is the subject of this Ordinance contains the City's standard management provisions for the use of its public streets by a telecommunications company. TWTC agrees to comply with all of the City's management provisions.

RIGHTS OF WAY USE AGREEMENT

THIS RIGHTS OF WAY USE AGREEMENT ("Use Agreement") is dated the _____ day of _____ 2014 (The "Effective Date"), and entered into by and between the City of Jersey City ("City"), a New Jersey Municipal Corporation, having its address at 280 Grove Street, Jersey City, New Jersey 07302, and tw telecom of new jersey l.p. ("TWTC"), with offices located at 10475 Park Meadows Drive, Littleton, Colorado 80124

RECITALS

WHEREAS, TWTC is a telecommunications carrier authorized to provide services such as dark-fiber connectivity and high speed data transmission by the New Jersey Board of Public Utilities (BPU) and the Federal Communications Commission (FCC); and

WHEREAS, TWTC has requested that the City grant it permission to run fiber optic cabling through existing inner ducts located in existing underground conduits and/or on existing utility poles located in the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system ("Project"); and

WHEREAS, TWTC agrees to execute this forty (40) year Use Agreement; and

WHEREAS, TWTC agrees to pay the City \$750.00 to cover the administrative expenses incurred by the City for engineering and legal review of TWTC's Project; and

WHEREAS, TWTC agrees to pay the City's additional administrative expenses incurred by the City if the Project requires additional engineering and legal review; and

WHEREAS, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for the installation of public utility lines in its rights-of-way; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry, particularly including the commercial and industrial citizens, for the City to grant municipal consent to TWTC to occupy said public rights-of-way within the City for this purpose; and

WHEREAS, the granting of such consent is and shall be conditioned upon TWTC's continued compliance with all existing and future ordinances of the City and its entering into this Use Agreement with the City; and

WHEREAS, TWTC agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications system within certain public rights-of-way and provide liability insurance coverage for personal injury and property damage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the City and Cross TWTC hereby agree to and with each other as follows:

Section 1: Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "TWTC is the grantee of rights under this Use Agreement and is known as tw telecom of new jersey l.p., its successors and assigns.
- c. "City" is the grantor of rights under this Use Agreement and is known as the City of Jersey City, County of Hudson, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Rights-of-Way" means the areas devoted to passing under, over on or through lands with public utility facilities.
- f. "Underground Conduit" means, in addition to its commonly accepted meaning, any wires or cable placed therein and any replacement thereof which are similar in construction and use.

Section 2: Grant of Consent.

The City hereby grants TWTC its municipal consent for the non-exclusive use of the public rights-of-way within the City for the purpose of owning, constructing, installing, operating and maintaining a telecommunications system, subject to the mutual covenants and obligations as set forth in this Use Agreement.

Section 3: Public Purpose.

It is deemed to be in the best interests of the City and its citizenry, particularly including commercial and industrial citizens, for the City to grant consent to TWTC to occupy said public rights-of-way within the City for this purpose.

Section 4: Project Description and Notice to and Approval of City

TWTC will be installing a high capacity fiber optic cable in existing underground conduit and/or on existing utility poles. Any construction to be undertaken for the purposes described herein shall require prior notice by TWTC to the City. TWTC shall fully describe the construction to be undertaken in plans and specifications submitted to the City, and shall obtain approval from, coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction.

Section 5: Scope of Use Agreement.

Any and all rights expressly granted to TWTC under this Use Agreement, which shall be exercised at TWTC's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in TWTC a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of Utility Poles and Underground Conduit, which shall be the sole responsibility of TWTC to undertake and obtain, and subject to notice and approval of the City as described in section 4 herein, the City hereby authorizes and permits TWTC to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or Underground Conduit owned by public utility companies or to be constructed by TWTC located within the municipal rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

Section 6: Compliance with Ordinances

TWTC shall comply with all existing ordinances of the City as may be amended from time to time and with all future ordinances as may be enacted.

Section 7: Municipal Costs

TWTC agrees to pay to the City \$750.00 to cover the reasonable costs incurred by the City for engineering and/or legal review, analysis and preparation of documents related to TWTC's request for municipal consent to its Project. If the Project requires additional engineering and/or legal review, TWTC agrees to pay the City's reasonable administrative expenses that the City incurs.

Section 8: Duration of Consent and Termination of Agreement

The non-exclusive municipal consent granted herein shall expire forty (40) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that TWTC ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

The City may terminate this Use Agreement, or require modification hereof, upon notice and opportunity of TWTC to be heard, where it is shown that the scope of use hereunder is compromising the health, safety and welfare of the citizenry.

Section 9: Indemnification

TWTC, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suites, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of TWTC's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suites, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with TWTC's activities pursuant to the rights granted in this Use Agreement.

Other than in connection with the foregoing third-party claims indemnification, neither the City nor TWTC shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to the consents granted hereby.

Section 10. Notices

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail, return receipt requested, to the parties at the following addresses:

To TWTC at: tw telecom of new jersey l.p.
 Attn: Vice President Regulatory
 10475 Park Meadows Drive
 Littleton, Colorado 80124
 Telephone: (212) 364-7319

With a copy to: tw telecom of new jersey l.p.
 Attn: Sr. Vice President & General Counsel
 10475 Park Meadows Drive
 Littleton, Colorado 80124
 Telephone: (303) 566-1279

To the City : Municipal Engineer
 City of Jersey City
 575 Route 440
 Jersey City, New Jersey 07305
 Telephone: (201) 547-4411

With a copy to: Corporation Counsel
 Jersey City Law Department
 City Hall
 280 Grove Street
 Jersey City, New Jersey 07302
 Telephone: (201) 547-5229

Section 11. Liability Insurance

TWTC shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, TWTC shall file Certificates of Insurance with the City with endorsements evidencing the coverage provided by said liability and excess or umbrella liability policies.

The City shall notify TWTC within fifteen days (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of TWTC's or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 12. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 14. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 15. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 16. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 17. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date
set forth below.

tw telecom of new jersey l.p.
by tw telecom inc., its general partner

Witness

City of Jersey City

Witness

Robert Kakoleski
Business Administrator

Robert Byrne
Municipal Clerk

Adrienne C. Leonard
Senior Counsel



tw telecom inc.
10475 Park Meadows Drive
Littleton, CO 80124
T 303 542 4588
F 303 568 1010

May 14, 2014

Rolando R. Lavarro, Jr.
City Council President
City Hall, 280 Grove Street
Room 202
Jersey City, NJ 07302
RLavarro@cnj.org

Robert Byrne
City Clerk
City Hall, 280 Grove Street
Jersey City, NJ 07302
RByrne@cnj.org

Raymond Reddington
Assistant Corporation Counsel
City Hall, 280 Grove Street
Jersey City, NJ 07302
RaymondR@cnj.org

Re: tw telecom Right-of-Way Agreement with Jersey City, New Jersey;
City Ordinance 14.054

Gentlemen;

Please be advised that, as confirmed by Mr. Byrne's e-mail of this date, tw telecom inc. withdraws the above referenced Ordinance from consideration during tonight's City Council meeting, and requests that the matter be carried over to the May 28, 2014 regular meeting of the City Council. We further seek the opportunity to address the City Council on this matter during the caucus session scheduled for Tuesday, May 27, 2014.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Adrienne Leonard".
Adrienne C. Leonard

City Clerk File No. Ord. 14.060

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.060

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY ADOPTING AMENDMENTS TO THE MCGINLEY
SQUARE EAST REDEVELOPMENT PLAN TO REQUIRE A BONUS FEE
FOR FLOOR AREA ABOVE 8 STORIES**

WHEREAS, the Municipal Council of the City of Jersey City adopted the McGinley Square East Redevelopment Plan at its meeting of October 12, 2011, by Ordinance 11-089; and

WHEREAS, the Municipal Council seeks to generate funds for the improvement of public amenities within the redevelopment plan area; and

WHEREAS, the following amendments to the McGinley Square East Redevelopment Plan have been reviewed by the Jersey City Planning Board at its meeting of May 20, 2014; and

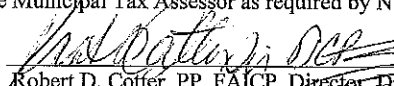
WHEREAS, the Planning Board voted favorably to recommend adoption of these amendments by the Municipal Council; and

WHEREAS, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the attached amendments to the McGinley Square East Redevelopment Plan be, and hereby is, adopted as recommended by the Jersey City Planning Board.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, PP, FAICP, Director, Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

APPROVED: 

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE MCGINLEY SQUARE EAST
REDEVELOPMENT PLAN TO REQUIRE A BONUS FEE FOR FLOOR AREA
ABOVE 8 STORIES**

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
	Jeff Wenger, AICP	Principal Planner
Phone/email	201-547-5010	bobbyc@jcnj.org / jeff@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

This ordinance amends the McGinley Square East Redevelopment Plan to require within "Zone 1" of the Plan area, a bonus fee of \$5 per gross square foot of building floor area above the 8th floor. The fees are to generate funds for the improvement of public amenities within the Redevelopment Plan Area.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/20/19
Date

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MCGINLEY SQUARE EAST REDEVELOPMENT PLAN TO REQUIRE A BONUS FEE FOR FLOOR AREA ABOVE 8 STORIES

This ordinance amends the McGinley Square East Redevelopment Plan to require within "Zone 1" of the Plan area, a bonus fee of \$5 per gross square foot of building floor area above the 8 the floor. The fees are to generate funds for the improvement of public amenities within the Redevelopment Plan Area.

The fees include an escalator clause to increase over time at the rate of the Consumer Price Index. Fees are paid to the City, 50% at time of Planning Board approval, 50% at the time of issuance of Certificate of Occupancy.

PROPOSED AMENDMENTS TO THE MCGINLEY SQUARE EAST REDEVELOPMENT PLAN

PRESENTED TO THE JERSEY CITY PLANNING BOARD ON MAY 20, 2014

Text that is unchanged is in plain face type like this.

Text that is deleted is in strike-threw ~~like this~~.

Text that is added is in bold **like this**.

Amendments beginning on Page 24:

XII. SPECIFIC LAND USE REGULATIONS: ZONE 1

The following regulations shall apply to development in Zone 1. Please also refer to Map 2 - Land Use Map and Map 3 - Required Ground Floor Use. **The maximum building height within this zone is 16 stories and 175 feet, however all floor area above the 8th floor is permitted only as a bonus subject to a building height bonus fee as set forth in paragraph E below.**

A. Principal Permitted Uses:

- 1) Residential Dwelling Units, including Work/Live Units and Work/Live Artist Units.
- 2) Offices, including Medical Offices
- 3) Retail Sales of Goods and Services
- 4) Financial Institutions
- 5) Restaurants, category one and two
- 6) Bars & Night Clubs
- 7) Theaters, Live and Film
- 8) Museums and Art Galleries
- 9) Hotels
- 10) Colleges, Universities, Accredited Schools of Primary and Secondary Education and Accredited Educational and Vocational Training Programs
- 11) Dormitories
- 12) Structured Parking Garage with ground floor commercial (see Section IX.D.4.)
Structured parking may not front on Bergen Avenue or Montgomery Street.
- 13) Day Care Centers, Child and Adult
- 14) Open Space, Parks and Plazas
- 15) Any combination of the above

B. Accessory Uses:

- 1) Parking and Loading within principal structures

- 2) District / Area - Wide Cooperative Energy Generation Facilities within a principal structure
 - 3) Improved Open Space, at grade and on rooftops
 - 4) Signs
 - 5) Home Occupations
 - 6) Sidewalk Cafés (Pursuant to City Ordinances).
- C. Prohibited Uses:
- 1) Surface parking, except as an interim use
 - 2) Drive-thru facilities of any type; such as restaurants, banks, pharmacies, etc.
 - 3) Gas stations, service stations, auto repair and similar uses.
- D. Lot Size and Dimension Requirements:
- 1) All existing lots at the time of adoption of this plan are conforming lots.
 - 2) Subdivisions must conform to the following minimum standards:
 - (i) Minimum lot area: 5,000 square feet.
 - (ii) Minimum lot width: 50 feet.
 - (iii) Minimum lot depth: 100 feet.
 - (iv) Maximum shape factor: 30
- E. Density and Height Requirements:
- 1) Density is not regulated by floor area ratio or units per acre. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code. Buildings on lots of less than 30 x 100 feet or 3,000 square feet shall be limited to not more than one dwelling unit per floor.
 - 2) **Building Height Bonus Fee: all floor area above the 8th floor is permitted only as a bonus subject to a fee of \$5 per gross square foot of floor area. In order to address cost increases over time, this bonus fee shall increase annually by the published percentage of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) all items index for the North Eastern United States (New York - Northern New Jersey-Long Island, NY-NJ-CT-PA), using the standard reference base, compounded each year, with the first increase applying to site plan applications filed in the year 2015. This fee shall be paid by the developer to the City in two (2) installments: (1) fifty percent (50%) of the fee shall be paid upon a final non-appealable site plan approval granted by the City of Jersey City Planning Board, and (2) the remaining fifty percent (50%) of the fee shall be paid prior to the issuance of the first final certificate of occupancy. These contributions shall be specifically earmarked for the construction or improvements of sidewalks, open space, or plaza areas within the Redevelopment Plan area.**

City Clerk File No. Ord. 14.061

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.061

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (NO PARKING ANY TIME) DESIGNATING A SECTION ON THE SOUTH SIDE OF PAVONIA AVENUE, EAST OF KENNEDY BOULEVARD, AS NO PARKING ANY TIME AND AMENDING SECTION 332-23 (NO STOPPING OR STANDING) REPEALING A SECTION ON THE SOUTH SIDE OF PAVONIA AVENUE, EAST OF KENNEDY BOULEVARD AS NO STOPPING OR STANDING

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (No stopping or standing) of the Jersey City Code is hereby supplemented as follows:

Section 332-22 NO PARKING ANY TIME

No person shall park a vehicle at any time upon any of the street, or parts thereof, listed below.

Name of Street	Side	Limits
<u>Pavonia Av</u>	<u>South</u>	<u>52 feet east of Kennedy Blvd to 92 feet east</u>

Section 332-23 NO STOPPING OR STANDING

No person shall stop or stand a vehicle upon any of the streets or parts thereof listed below.

Name of Street	Side	Limits
<u>Pavonia Av</u>	<u>[Both</u>	<u>Kennedy Blvd 150 feet east of Summit Av]</u>
	<u>North</u>	<u>Kennedy Blvd to 150 east of Summit Av</u>
	<u>South</u>	<u>Kennedy Boulevard to 52 feet east</u>
	<u>South</u>	<u>144 feet east of Kennedy Blvd to 150 feet east of Summit Av</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underscored; material to be repealed is in [brackets].

JDS:pc1
(05.07.14)

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED AS TO LEGAL FORM

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (NO PARKING ANY TIME) DESIGNATING A SECTION ON THE SOUTH SIDE OF PAVONIA AVENUE, EAST OF KENNEDY BOULEVARD, AS NO PARKING ANY TIME AND AMENDING SECTION 332-23 (NO STOPPING OR STANDING) REPEALING A SECTION ON THE SOUTH SIDE OF PAVONIA AVENUE, EAST OF KENNEDY BOULEVARD AS NO STOPPING OR STANDING

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Brian Platt, Aide to the Mayor	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

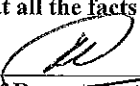
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Repeal "no stopping or standing" on the south side of Pavonia Avenue beginning 52 feet east of Kennedy Boulevard and extending to a point 92 feet easterly and designate it as "no parking any time."

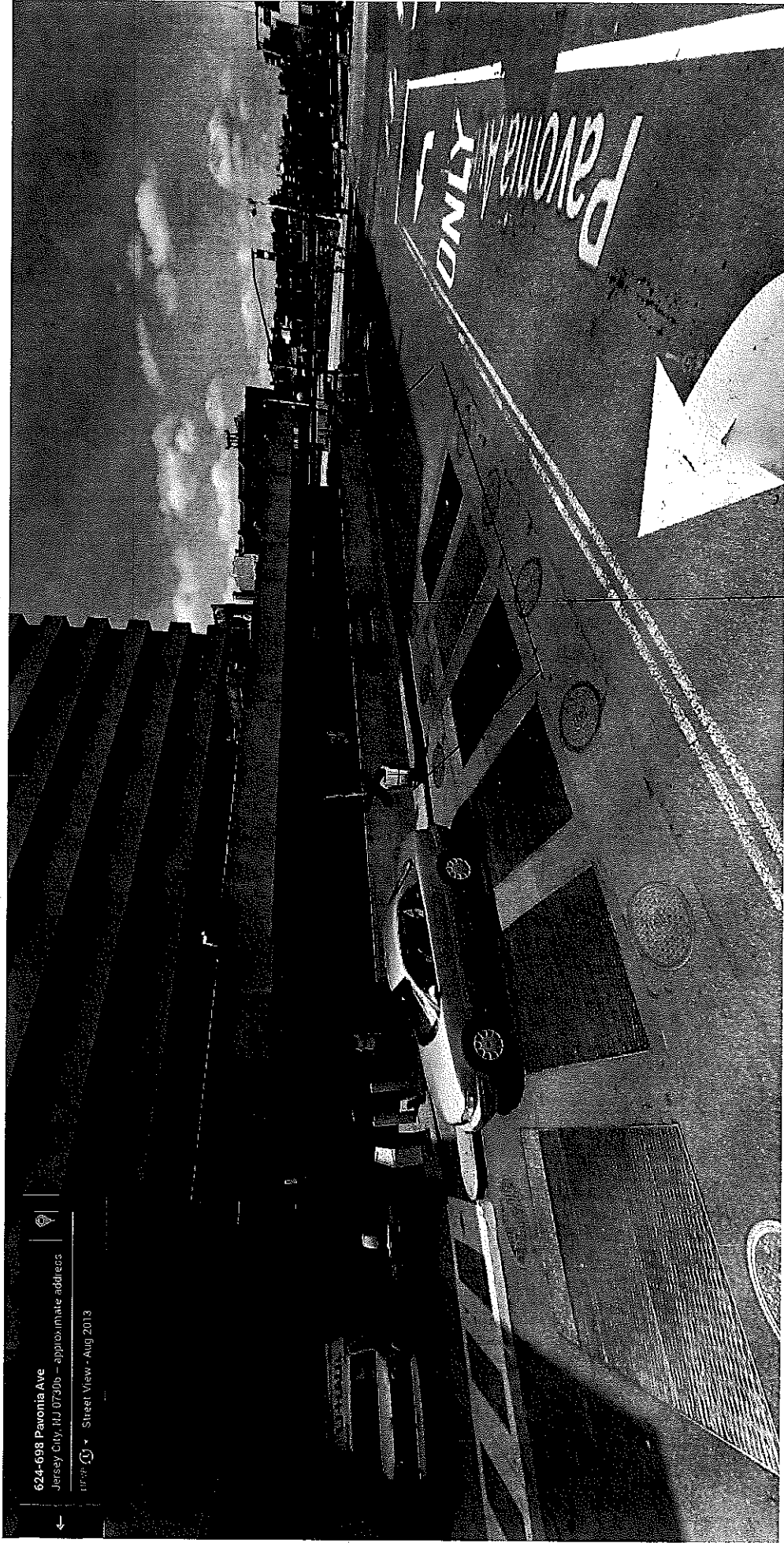
This area can be used as a pick up and drop off area for individuals going to and from the Port Authority Transportation Center at Journal Square.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date



Google

Image capture: Aug 2013 Pavonia Ave © 2014 Google

REPEAL 'NO STOP OR STAND'
DESIGNATE 'NO PARKING ANY TIME'



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: May 8, 2014

TO: Jeremy Farrell, Corporation Counsel

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: PROPOSED ORDINANCE – PAVONIA AVENUE

RECEIVED
2014 MAY 12 AM 9 54
CITY OF JERSEY CITY
LAW DEPARTMENT

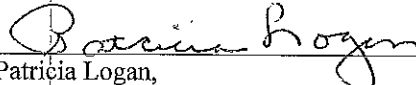
Attached for your review and signature is an Ordinance proposed by this Division, (for Municipal Council approval), at the request of Brian Platt, Aide to the Mayor, supplementing Chapter 332(Vehicles and Traffic) of the Jersey City Code.

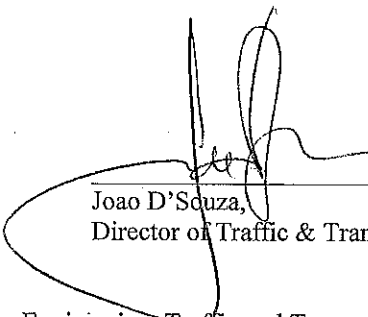
The proposed legislation repeals the "no stopping or standing" prohibition on the south side of Pavonia Avenue beginning 52 feet east of Kennedy Boulevard extending to a point 92 feet easterly and designates it as "no parking any time." This legislation has been proposed to facilitate dropping off and picking up individuals going to and from the Port Authority Transportation Center at Journal Square.

It is anticipated that this Ordinance will be on the Agenda for the May 28, 2014 Municipal Council meeting.

If you have any questions, feel free to contact Patricia Logan @ extension 4492.

Thank you.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Muhammed Akil, Chief of Staff
Brian Platt, Aide to the Mayor
Robert Kakolesski, Business Administrator
Robert Byrne, City Clerk